

of 5

Exhibit B

| RECORDING REQUESTED BY AND RETURN TO |
|--------------------------------------|
| PACIFIC GAS AND ELECTRIC COMPANY |

245 Market Street, N10A, Room 1015 P.O. Box 770000 San Francisco, California 94177

| Location: City/Uninc |
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| Recording Fee \$ |
| Document Transfer Tax \$ |
| [] This is a conveyance where the consideration and |
| Value is less than \$100.00 (R&T 11911). |
| [] Computed on Full Value of Property Conveyed, or |
| [] Computed on Full Value Less Liens |
| & Encumbrances Remaining at Time of Sale |
| Q |

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2111-05-0102

EASEMENT

2008086 (06-05-033) 09 08 8 LINE 407 PHASE 1

Signature of declarant or agent determining tax

D F PROPERTIES, a California corporation,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, the adequacy and receipt whereof are hereby acknowledged, hereby grants to PG&E the right at any time, and from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipelines as PG&E shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipelines, and such underground wires, cables, conduits, and other electrical conductors, appliances, fixtures and appurtenances, as PG&E shall from time to time deem necessary for communication purposes, together with adequate protection therefor, and also a right of way, within the strip of land ("Pipeline Easement") lying within Grantor's lands which are situate in the county of Placer, state of California, and are described as follows:

(APN 017-151-027, 017-151-029)

The parcel of land described and designated LANDS on EXHIBIT "A", attached hereto and made a part hereof.

The aforesaid strip of land ("Pipeline Easement") is described as follows:

The parcel of land described and designated EASEMENT No. 1 in EXHIBIT "A" and shown on EXHIBIT "B", attached hereto and made a part hereof.

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Grantor also grants to PG&E, an exclusive easement and right of way to construct, install, replace (of the initial or any other size), maintain and use such valves and other devices and equipment as PG&E shall from time to time deem necessary for metering, regulating and discharging gas into the atmosphere within, to install concrete curbing on, to cover with bitumastic pavement and to enclose with a fence, the hereinafter described parcel of land ("Valve Lot") described as follows:

The parcel of land described and designated EASEMENT No. 2 in EXHIBIT "A" and shown on EXHIBIT "B", attached hereto and made a part hereof.

Grantor also grants to PG&E a permanent Non-Exclusive access easement ("Access Easement") for ingress to and egress from the hereinbefore described Valve Lot together with the right to install concrete paving blocks and grass, to cover with bitumastic pavement, to install decorative planters with vegetation, to construct temporary fencing, store material, construct, reconstruct, maintain drainage, operate equipment and perform any other activities associated with the operation and maintenance of said Valve Lot and Pipeline Easement within the parcel of land described as follows:

The parcel of land described and designated EASEMENT No. 3 in EXHIBIT "A" and shown on EXHIBIT "B", attached hereto and made a part hereof.

Grantor further grants to PG&E:

- (a) the right of ingress to and egress from said Pipeline Easement, Valve Lot and Access Easement over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said Pipeline Easement, Valve Lot and Access Easement by any public road or highway, now crossing or hereafter crossing said lands;
- (b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said Pipeline Easement, Valve Lot and Access Easement and to trim and to cut down and clear away any trees on either side of said Pipeline Easement, Valve Lot and Access Easement which now or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered by PG&E;
- (c) the right to use such portion of said lands contiguous to said Pipeline Easement as may be reasonably necessary in connection with the installation and replacement of said facilities:
- (d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said Pipeline Easement; and

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(e) the right to mark the location of said Pipeline Easement by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said Pipeline Easement.

PG&E hereby covenants and agrees:

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- (a) not to fence said Pipeline Easement;
- (b) to promptly backfill any excavations made by it on said Pipeline Easement and repair any damage it shall do to Grantor's private roads or lanes on said lands; and
- (c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said Pipeline Easement for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said Pipeline Easement, or diminish or substantially add to the ground cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities. No trees or vines will be planted, or associated supporting structures will be located, within 10 feet of the centerline of the pipeline(s) within the easement area.

Grantor agrees that PG&E has the exclusive use of said Valve Lot and further agrees not to grant any easement or easements on, under or over said Valve Lot without the written consent of PG&E.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

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